

**CITY OF PAPILLION
MAYOR AND CITY COUNCIL REPORT
JUNE 6, 2023 AGENDA**

Subject:	Type:	Submitted By:
Agreement for City Facilities Trash and Recycle Services with Waste Connections of Nebraska Inc.	RES. R23-0091	Tony Gowan, Parks and Facilities Director

SYNOPSIS:

The purpose of this resolution is to obtain Council approval to enter into an agreement with Waste Connections of Nebraska Inc for trash and recycling services for city-owned buildings and departments that utilize those services throughout the year. This contract is for a three-year period from June 7, 2023, to June 6, 2026.

BACKGROUND:

Through the years, many different trash haulers have done business with City of Papillion departments, leaving the choice of operators to the Department Heads who were responsible for their individual areas. With the addition of our new Purchasing Agent, the goal is to consolidate the services under one company, realizing efficiencies and cost savings over time. After receiving two proposals for this service, and review by the Parks and Facilities Director, The Deputy Public Works Director, the Recreation Director, and the Purchasing Agent and Contract Manager, the recommendation is to enter a three-year contract with Waste Connections of Nebraska to secure rates for these services over that period.

FISCAL IMPACT:

The goal is to see cost savings by utilizing one qualified company and to lock in rates for a three-year period. The attached schedules and rates are acceptable and are recommended for approval.

RECOMMENDATION:

Approval

ATTACHMENTS:

1. RES. R23-0091
2. Contract with Waste Connections of Nebraska Inc.
3. Bid tabulation

RESOLUTION NO. R23-0091

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PAPILLION APPROVING THE CONTRACT WITH WASTE CONNECTIONS OF NEBRASKA INC., FOR A PERIOD OF THREE YEARS, FOR THE REMOVAL OF TRASH AND RECYCLING AT CITY-OWNED FACILITIES.

WHEREAS, the City of Papillion desires to consolidate all trash and recycling services to improve efficiencies and cost savings; and

WHEREAS, the City desires to enter into a three-year service contract with Waste Connections of Nebraska Inc. to support these services; and

WHEREAS, Waste Connections of Nebraska will provide trash and recycling services throughout this period to the City of Papillion as expressed in the schedule and inventory and at the stated prices.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Papillion, Nebraska to approve the contract for trash and recycling services at City-owned facilities with Waste Connections of Nebraska Inc. from June 7, 2023, to June 6, 2026.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF PAPILLION

David P. Black, Mayor

ATTEST:

Nicole Brown, City Clerk

(SEAL)



Papillion

1 ed. of Home

This Contract is entered into on the ____ day of _____, 20__ by the following parties:

City of Papillion, Nebraska (hereafter "City")	
Name/Principal Address of City: City of Papillion 122 East Third Street Papillion, Nebraska 68046	City Contract Owner (hereafter "Contract Owner") / Address: Tony Gowan, Parks & Facilities Director 122 East Third Street Papillion, Nebraska 68046 E-Mail: tgowan@papillion.org
City Contract Manager/ Billing Contact (hereafter "Contract Manager") /Address: Terri Valquier, Purchasing Agent/ Contract Manager 122 East Third Street Papillion, Nebraska 68046 Phone: 402-502-9667 E-Mail: tvalquier@papillion.org	

Contractor: (hereafter "Contractor")	
Legal Name: Waste Connections of Nebraska, Inc	Contractor's Principal Address: 10810 S. 144 th Omaha, NE 68144
Tax ID #: 94-3305606	Organized under the laws of: NB
Contractor's Point of Contact Name/Address: Robert Young, District Sales Manager 10810 S 114 th St Omaha, Ne 68138 Phone: (402)346-7800 E-Mail: Robert.young@wasteconnections.com	Contractor's Billing Contact Name/Address: Cathy Fugel, Account Manager 10810 S 114 th St Omaha, Ne 68138 Phone: (402) 402-861-2214 E-Mail: Cathy.fugel@wasteconnections.com

Contract Term Information	
Start Date: June 7, 2023	End Date of Base Term of Contract: June 6, 2026
Possible Extension(s): NA	

I. Contract Purpose.

The purpose of this Contract is that the Contractor, Waste Connections of Nebraska will provide the City of Papillion services for removing trash and recycling from all City facilities. The Contract shall be a three-year term.

II. Scope of Work.

The Contractor shall provide the following services for pickup of trash and recycling from all City of Papillion sites. Contractor will provide variety of dumpster sizes and/or containers for trash and recycling based on locations as well as special event requirements. Pickup needs and sizes of containers may be adjusted by the City Contract Manager and the Contractor during this agreement.

A. Trash and Recycling Pickup Locations

Department	Location	Unit	Waste Frequency	Unit	Recycling Frequency	Special Instructions
Parks -PVFD Center	1001 Limerick Rd	96 Gal	weekly			
Parks- 6 plex	868 W Lincoln St	8 yd	weekly			March thru August only
Parks -Walnut Creek Camp	11710 Turkey Rd	6 yd	2 x weekly	3 bins	monthly	April thru Oct 6 yard picked up every Monday and Friday Nov thru March 6 yard picked up every two weeks. Can add 1-2 bins besides the 3 bins per summer as well
Parks Department	305 W Lincoln Rd	6 yd	2 x weekly			
City of Papillion- City Hall	122 E 3rd St	4 yd	weekly	6 bins	monthly	
Fire Station -1	10727 Chandler Rd	4 yd	weekly			
Fire Station -2	11749 S 108th St	3 yd	weekly			
Fire Station -3	146 N Adams	4 yd	weekly			
Fire Station -4	8110 Parkview Blvd	2 yd	weekly			
Public Works Department	9909 Portal Rd	4 yd	weekly	4-96 Gal	bi-weekly	
Public Works Department	9909 Portal Rd	20 yd	call			
Golf	501 Eagle Hills Drive	8 yd	weekly			
Golf	1410 Western Hills Drive	8 yd	weekly			
Water Department	15406 S 87th St	20 yd	call			
Police Department	1000 E 1st st	4-6/ 96 gal	weekly	6 bins	bi-weekly	
Sump Memorial Library	222 N Jefferson St	2 yd	weekly	6 bins	monthly	
Parks & Recreation Field House/ Landing	1022 w Lincoln St	8 yd	weekly	6 bins	monthly	
Parks & Recreation Papio Bay	815 E Halleck St	6 yd	3 x weekly	6 bins	monthly	
Parks & Recreation SumTur Amphitheater	11691 S 108th St	6 yd	weekly			May thru September
Parks & Recreation Community Center	1046 W Lincoln St	8 yd	weekly			
City of Papillion - Annual Cleanup	9800 Portal Rd	40 yd				average is 80-100 typical per week x 2 times a year

B. Trash and Recycling Containers

Contractor will provide containers for the collection of all trash and/or recycling based upon the foregoing schedule. The number and size of the collection receptacles may be adjusted due to increased or decreased usage when requested by the City Contract Manager. All dumpsters must be approved by the City and maintained in good condition by the contractor without signs of significant rust, deterioration or peeling paint, and with appropriate steps taken to prevent unsanitary conditions, including the infestation of insects and rodents. In the event that a regularly schedule pickup day be missed, E.g. Holidays, inclement weather, etc., pick-up will be made the following day. The Contractor will provide all trucks, drivers and fuel necessary to pick up trash from the City.

C. Special Events and Annual Cleanup

At the request of the City, the Contractor will provide multiple 20-yard or 40-yard dumpsters to be placed in pre-approved locations based on the event. The Contractor will be responsible for daily pick-up, disposal and replacement of dumpsters for multi-day events when requested by the City.

Annual clean up events may include disposal of specialty items identified on the following list. Contractor will bill the City for pick-up related to the Special Events and Annual Cleanup Events pursuant to the schedule of pickup costs contained herein. No other charges related to these Events shall be billed to the City.

- Household and lawn furniture
- Mattresses and box springs
- Major appliances
- Grills and smokers
- Outdoor power equipment
- Residential construction materials (concrete will be accepted)
- Automotive parts and batteries
- Undamaged propane tanks
- Broken toys and play structures
- Bicycles
- Tree limbs and yard waste
- All types of TVs including (rear projection, tube TVs, flat screens)
- CRT computer monitors
- Computers

D. Disposal Requirements

All waste and/or recycling collected from the City shall be delivered to a solid waste facility and/or recycling center that has been permitted in accordance with applicable laws, rules, and state regulations for the disposal of solid waste and/or recycling.

- a. **Solid Waste:** Consists of everyday items we use and then throw away, such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers. Solid waste shall not include dead animals, animal parts, household

hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries, and combustibles of all kinds.

- b. **Recycling:** The contractor shall provide a recycling program for the City which will require the Contractor to provide specially marked containers to the City for the pick-up of recycling materials, including but not limited to; newsprint, aluminum, plastic, tin, and cardboard.

E. Customer Service Center: The vendor will operate and maintain a Customer Service Center with the following minimum standards:

- a. Open between the hours of 8:00 AM and 5:00 PM, Monday through Thursday, during such time calls must be answered by a Customer Service Representative.
- b. During all other times, calls to the Customer Service Center will be received by an answering service or machine. Messages left with an answering service or machine will be returned the following business day.

Performance Measures

The Contractor shall provide required trash dumpsters and units at locations designated by the City, deliver, and remove additional dumpsters when requested by the City Contract Manager.

III. *Contract Monitoring by City.*

The Department Managers shall notify the City Contract Manager of any concerns with the contractor's performance. The City's Contract Manager or designee will verify invoices and supporting documentation itemizing work performed prior to payment and determine compliance with general contract terms, conditions, requirements.

In the event the Contract Manager or designee determines, based upon the results of monitoring activities and other relevant data, that the Contractor has failed to comply with the terms and conditions of the Contract, the City may, in City's sole discretion, elect to engage in the Problem Reporting process set forth below. Nothing herein, including City's decision not to engage in the Problem Reporting process, shall limit City's ability to terminate this Contract or seek any remedies provided for herein related to breach or failure by Contractor to perform under this Contract.

A. Problem Reporting. If a problem or concern is encountered or identified during a routine review by the City, the City may require one or more meetings with Contractor to discuss the outcome of the review and the problem or concern identified. During the review meetings, the parties will discuss the deliverables that have been provided or are in process under this Contract, achievement of the terms and conditions of the Contract, and any concerns identified through the City's contract monitoring activities. After a problem has been identified, the Contractor shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

The City's acceptance of a problem-resolution activity shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The City's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

IV. Contract Payment Clause.

A. Pricing. Contractor shall be compensated for work completed, based upon the payment table below. Payments shall be made in accordance with the payment terms and conditions outlined herein. Total payments to Contractor over the term of this Contract shall not exceed \$300,000.00 for successful completion of the Scope of Work set forth in this Contract.

B. Payment Calculation.

Pricing is price per week. Contractor will bill monthly for services which will be calculated as price per week multiplied by 4.33.

Weekly pickup fee per pickup	Year 1	Year 2	Year 3
96 Gal	\$10.00	\$12.00	\$14.00
2 yard	\$18.00	\$20.00	\$22.00
3 yard	\$23.00	\$25.00	\$27.00
4 yard	\$29.00	\$31.00	\$33.00
6 yard	\$35.00	\$37.00	\$39.00
8 yard	\$41.00	\$43.00	\$45.00
20 yard	See roll-off	See roll-off	See roll-off
40 yard	See roll-off	See roll-off	See roll-off
Roll-Off Fee	\$185/haul \$45/ton	\$195/haul \$48/ton	\$205/haul \$50/ton
Yard Waste Fee	See roll-off	See roll-off	See roll-off
Recycling Weekly and Monthly Rates	Year 1	Year 2	Year 3
96 gal weekly	\$10.00	\$12.00	\$14.00
96 gal monthly	\$10.00	\$12.00	\$14.00
3 bins weekly	\$15.00	\$17.00	\$19.00
3 bins monthly	\$15.00	\$17.00	\$19.00
6 bins weekly	\$20.00	\$22.00	\$24.00
6 bins monthly	\$20.00	\$22.00	\$24.00
Annual and Special Events			
40 yard	\$180/ haul	\$189/ haul	\$198.50/ haul
20 yard	\$180/ haul	\$189/ haul	\$198.50/ haul

Unless otherwise agreed to by the parties in a written amendment signed by both parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with

its performance under this Contract. Contractor shall indemnify and hold harmless City from any claims, causes of action, or damages brought by a third party, including sub-contractors, related to costs, expenses or charges related to the goods and services to be provided by Contractor pursuant to the terms of this Contract.

C. **Contract Extension.** In the event of a contract extension, Contractor shall be paid as follows: N/A

Contract extension is at the sole discretion of the City and is not guaranteed. Continued payment beyond the initial term of the Contract is contingent upon extension of the Contract.

D. **Submission of Invoices.** Contractor shall submit invoice(s) according to the following terms for the weekly trash and recycling pickup, contractor will provide the City one (1) monthly invoice, consisting of each location, description of container, frequency of pickup and charges according to the contract agreement.

E. **Payment of Invoices.** The City shall verify Contractor’s performance of the Deliverables and timeliness of Invoices before making payment. The City will not pay Invoices that are not considered timely as defined in this Contract. The City shall pay all approved Invoices in arrears and within ninety (30) days of approval. In the event City is unable to approve an invoice within 30 days of submission, City shall advise Contractor of the reason why the invoice is unable to be approved, including any additional information that may be necessary from Contractor. Contractor’s failure to provide the required information within 30 days shall void the Invoice and shall constitute a waiver of any claim to payment.

V. ***Insurance Coverage & Bond Requirements.***

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

A. **Insurance Coverage**

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$2 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers’ Compensation and Employer Liability	As required by Nebraska law	As Required by Nebraska law
Property Damage	Each Occurrence	\$1 Million

	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

B. Bond Requirements N/A

VI. *No employment relationship.*

It is understood and agreed that neither Contractor nor any employee or contractor hired by Contractor is an employee, agent or representative of City. Contractor shall have sole responsibility for providing adequate staffing, including the hiring and firing of employees or contractors. Contractor shall be responsible for all wages, benefits, tax withholding, workers compensation, unemployment insurance and verification or reporting requirements for any employee or contractor assigned by Contractor to perform any work pursuant to this Contract. Neither Contractor nor Contractor's employees or contractors shall be entitled to any wages or benefits payable to employees of the City. Contractor shall abide by all local, state and federal laws and regulations regarding employer obligations, including but not limited to Equal Employment Laws, Fair Labor Standards Act, and the Nebraska Wage Payment Act, for any employee or contractor assigned to work pursuant to this Contract, and shall indemnify and hold City harmless from all claims, causes of action or damages related to a violation of any employment law or regulation. Nothing herein shall prohibit or prevent City from removing or banning any individual, including an employee or contractor of Contractor, from City property for the violation of any rule or regulation established by City, or related to the violation of any local, state or federal law.

VII. *Work Eligibility Status.*

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing service within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. 3. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified, or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

VIII. *Anti-discrimination.* Contractor shall comply with all applicable local, state and federal laws and prohibitions regarding discrimination on the basis of race, religion, gender, age,

national origin or disability. Contractor agrees to indemnify and hold City harmless from all claims, causes of action or damages related to a violation of any non-discrimination law.

IX. *Termination.*

This Agreement is for a term of three (3) years and shall automatically terminate on June 6, 2026.

This Agreement may be terminated during the term of the Agreement by either party for any reason upon a 90 day notice in writing to the other party.

City may terminate the Agreement if Contractor fails or refuses to cure within three (3) days of receiving written notice, one or more of the following breaches:

- a. Contractors' failure to perform all of its obligations under this Contract to the City's satisfaction.
- b. Contractors' failure to maintain any required permits or licenses necessary for the performance of any services required under this Contract.
- c. Notice of any claim, suit or action related to the fault, action, non-action, omission or negligence of Contractor, its employees or contractors arising out of Contractor's performance under this Contract.
- d. The failure by Contractor, its employees or contractors to abide by any local, state or federal statute or regulation in the performance of this Contract.

City may declare this Contract immediately terminated in the event that Contractor becomes insolvent, is unable to pay its debts as they become due, or files a petition in bankruptcy or any other action to commence a proceeding for the appointment of a receiver, trustee, liquidator or conservator for the whole or any substantial part of this property.

X. *Damages for Breach of Contract.*

In the event that any breach of this Contract by Contractor makes it necessary for the City, in City's sole discretion, to engage another entity or individual to perform Contractor's duties under this Contract, City may recover from Contractor damages in an amount equal to any costs or expense incurred by City.

XI. *Notices.*

Any notices required under this Contract shall be sent to the following, by U.S. mail, return receipt requested:

For City:
City of Papillion Purchasing Agent/ Contract Manager
Terri Valquier
122 East Third Street
Papillion, NE 68046

and

City Clerk

Nicole Brown
122 East Third Street
Papillion, NE 68046

For Contractor:

Waste Connections of NE Inc
Robert Young, District Sales Manager
10810 S 114th St
Omaha, Ne 68138

XII. *Indemnification and Hold Harmless.*

Contractor agrees to fully indemnify and hold harmless City, its officers, agents and employees for all claims, causes of action, or damage, including any expenses or liabilities that may arise therefrom for the death, damage or injury to any third party or their property or damage to City property, caused by the fault, action, non-action, omission or negligence of Contractor, its employees or contractors arising out of Contractor's performance under this Contract; but Contractor shall not be liable for any injury, damage or loss caused by the gross negligence or willful misconduct of the City or its officers, agents and employees. Contractor shall give prompt and reasonable notice to City of any claim, suit or action made which in any way, directly or indirectly, affects or may affect City.

XIII. *Choice of Law and Forum Selection.*

The parties agree that Nebraska law shall govern the terms and performance under this Contract. The parties further hereby agree that any legal proceeding with respect to or arising under this Contract shall only be brought in federal, state or county courts located in Sarpy County, Nebraska, and further agree to personal jurisdiction in any such court..

XIV. *Severability.*

In the event any portion of this Agreement may be held invalid, void, or illegal for any reason by a court of competent jurisdiction, any such holding shall not affect, impair, or invalidate any other provisions of this Agreement, but such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of the Agreement.

XV. *Entire Agreement.*

This Contract includes the entire agreement between the parties, and nothing can be added, deleted or modified unless it is written and signed by each party.

XVI. *No Conflict of Interest:* There is no conflict of interest, and each party has the legal authority to enter into this Contract and to perform all obligations and responsibilities contained herein.

XVII. *Binding upon Successors:* This Contract is binding upon the successors and assigns of the Parties.

EXECUTED this 23 day of May, 2023.

ATTEST

Sales Manager
(Title)

Waste Connections of Nebraska, Inc

By [Signature]
Sales Manager
(Title)

EXECUTED this _____ day of _____, _____.

ATTEST

City Clerk

CITY OF PAPILLION, A Municipal Corporation

By _____
Mayor

BID TABULATION

TECHNICAL POINTS

<u>Bidder</u>	<u>Evaluator 1</u>	<u>Evaluator 2</u>	<u>Evaluator 3</u>	<u>Total Technical Points</u>
Waste Connection of Neb	365	400	400	1165
Gretna Sanitation	300	280	280	860

COST PROPOSAL

<u>Bidder</u>				<u>Total Cost Points</u>
Waste Connection of Neb	100	100	100	300
Gretna Sanitation	50	50	0	100

				<u>Total Points</u>
Waste Connection of Neb	465	500	500	1465
Gretna Sanitation	350	330	280	960